

BERTHOUD-HERITAGE METROPOLITAN DISTRICTS

**GENERAL RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION FOR
THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY
(THE "COMPANY")
AND THE BERTHOUD-HERITAGE METROPOLITAN DISTRICT NO. 1 (THE "DISTRICT")
(LONE TREE RESERVOIR AND PROPERTY)**

I, the undersigned, understand the hazards, dangers, and inherent risks in the use of the Reservoir and Property commonly known as the Lone Tree Reservoir, which could result in illness, injury or even death. I HEREBY ASSUME ALL RISKS OF USE OF THE RESERVOIR AND PROPERTY AND ALL RISKS OF BEING ON OR NEAR THE RESERVOIR AND PROPERTY.

In return for allowing me to use the Reservoir and Property, I, _____ (PRINT NAME), hereby take action for myself, my executors, administrators, heirs, family members and minor children, next of kin, permitted guests, and successors and assigns, and WAIVE, RELEASE, DISCHARGE AND AGREE NOT TO SUE for any and all liabilities, including my death, disability, personal injury, property damage, property theft, or claims of any kind which may hereafter accrue to me as a result of my use of, or my traveling to or from the Reservoir and Property. I agree to indemnify and hold the Company and the District harmless from any loss, damage, injury, or claim occasioned by or arising from my use of the Reservoir and Property.

In this General RELEASE, I realize that I am releasing claims of all kinds including, but not limited to, those resulting from any unsafe conditions, and including claims resulting from collision with other users, spectators, or equipment in and around the Reservoir and Property. This RELEASE does not apply to gross negligence or intentional acts.

This RELEASE applies to the following persons and entities: property owner, tenant of the property, the Company, the District, and their respective officers, directors, employees, and agents.

If I am signing on behalf of a minor, I accept full responsibility for all medical expenses incurred as a result of the minor's use of the Reservoir and Property or travel to and from the premises where the Reservoir and Property are located. I agree to RELEASE, HOLD HARMLESS AND INDEMNIFY property owner, tenant of the property, the Company, the District, and their respective officers, directors, employees, and agents from any claims brought by the minor.

I have read the foregoing GENERAL RELEASE OF LIABILITY; WAIVER OF CLAIMS AND INDEMNIFICATION AND I UNDERSTAND ITS CONTENTS.

If the undersigned is also signing on behalf of children of his/her family, please list the name(s) of these children.

Family Members and Children:

Signature

Date

Printed Name

Assumption of Risk and Waiver of Liability, Release, AND Indemnification of All Claims

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your use and participation in Berthoud-Heritage Metropolitan District (the “District”), Lonetree Lake Club, Consolidated Home Supply Ditch And Reservoir Company and Reservoir, property owner, tenant of the property, the Company, the District, and their respective affiliated entities, officers, directors, employees, and agents or now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that participation in activities at, and use of, the Lonetree Reservoir (“Reservoir”) comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with accessing the Reservoir and any and all recreational activities thereon or around, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, (4) boating and watercraft injuries and accidents, and (5) illness, including exposure to and infection from viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with accessing and using the Reservoir and that said list in no way limits the operation of this Agreement.

Governmental Immunity

Governmental Immunity. Nothing in this Agreement/Waiver shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

Assumption of Risk and Waiver of Liability, Release, Indemnification & Covenant Not to Sue

By signing this Assumption of Risk and Waiver of Liability AND Release Indemnification of All Claims I, _____, the undersigned participant, as well as my family members, minor children, or permitted guests, consent and acknowledge that the provisions herein are in addition to the GENERAL RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION (the “General Liability Waiver”) and that the terms and conditions therein shall remain in full force and effect.

I hereby certify that I have full knowledge and understanding of the nature and extent of the risks inherent in Reservoir access and activities and I voluntarily agree to assume all of the risks in Reservoir access and activities and accept sole responsibility for any loss, damage, or injury to myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, property damage, attorney fees, or expense, of any kind, that I, my family, household members, or permitted guests may experience or incur in connection with my/our attendance, or participation in recreational activities, at the Reservoir, Reservoir access, boating, the use of personal watercraft (PWC) or related activities on or around the Reservoir and related facilities, improvements, parking areas, boat launch, or District-owned, operated, leased, or managed facilities, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of

Releasees (collectively, "Claims"). By signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, injury, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in Reservoir access and activities.

I further certify that I have read and that I and my family, household members and permitted guests, agree to abide by the Rules and Regulations and requirements for access and limitations referenced herein, below, and attached hereto and incorporated herein by reference.

In consideration of my participation in Reservoir access and activities, I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my Reservoir access and activities.

IN WITNESS WHEREOF, this instrument is duly executed this ____ day of _____, in the year 2024.

Signature: _____ Today's Date: _____

Initial

Affirmation and Acknowledgement – Reservoir Use

1. Have a decon tag or a boat inspection.
2. You will need to get a boat tagged for aquatic nuisance species (Ans)/mussels.
3. You need a BHMD sticker.
4. Signed release of liability for yourself, your family, and any guests.
5. You need to sign that you have received and will obey all lake rules.
6. You will be asked to leave a phone number with the lake manager and participate to help other people on the lake if there is an emergency, if conditions change suddenly. (An on the lake emergency text alert) (high winds, swamped boats):
7. You will receive a lake map showing high speed and no wake areas.
8. You will obey state regulations on the taking of fish and game.
9. You will pay your fees and have a good time.
10. You understand memberships are first come, first served and nontransferable.
11. Life Jackets for each member on the vessel/sup/canoe

I affirm that I, as well as my household members and permitted guests will adhere to these additional guidelines:

- Per state guidelines – continue to adhere to state health guidelines
- Bathrooms/changing areas will not be provided.
- Drinks in individual containers are permitted, no glass items. No littering and dumpsters must be utilized for all trash or taken home.

There is a strict policy that anyone not adhering to the guidelines and attached rules and regulations and appropriate recreation zones, will be banned from the reservoir for the duration of the season.

Signature: _____

Today's Date: _____